

**SUMTER COUNTY BOARD OF COMMISSIONERS  
EXECUTIVE SUMMARY**

**SUBJECT:** Declare the Sumter County Solid Waste Scales Surplus and Approve Option 3 for the Direct Sale of the Scales to ACMS, Inc. (Staff Recommends Approval)

**REQUESTED ACTION:** **Declare the Sumter County Solid Waste Scales Surplus and Approve Option 3 for the Direct Sale of the Scales to ACMS, Inc.**

☐ Work Session (Report Only)    **DATE OF MEETING:** 2/12/2013  
☒ Regular Meeting                      ☐ Special Meeting

**CONTRACT:** ☐ N/A                      Vendor/Entity: ACMS, Inc.  
Effective Date: \_\_\_\_\_ Termination Date: \_\_\_\_\_  
Managing Division / Dept: Support Services

**BUDGET IMPACT:** \$8,733.17 Revenue and reduction of the remaining fixed asset amount of \$18,947.32.

<input checked="" type="checkbox"/> Annual	<b>FUNDING SOURCE:</b>	General Fund Impact (Cash Increase but Fixed Asset Decrease) for a Net Asset Decrease of \$10,214.15
<input checked="" type="checkbox"/> Capital	<b>EXPENDITURE ACCOUNT:</b>	N/A
<input type="checkbox"/> N/A		

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**HISTORY/FACTS/ISSUES:**

On January 22, 2008, ACMS, Inc. entered into a lease agreement with Sumter County for the use of Sumter County's Scalehouse and Scales (Attached and the following amendment thereto).

The lease provided for ACMS, Inc.'s participation in the upgrading of the scales, to which, they provided \$33,000 in cash towards that endeavor.

ACMS, Inc. desires to acquire the scales for its use in a different location to serve the new landfill and the new ingress/egress from CR 529A as approved by Sumter County.

Sumter County recognizes that it no longer has a need or public purpose for the scales but also recognizes the value for ACMS, Inc., existing Sumter County business, to reuse the scales by removing, stabilizing the removal area, and reinstalling the scales equipment at the new location (all ACMS, Inc. cost).

The request is for the Board to first approve declaring the scales equipment surplus followed by approval of Option 3 below.

Option 1: Sell the scales equipment via the online auction process

Option 2: Sell the scales equipment to ACMS, Inc. at a value of \$18,947.32 based on the remaining depreciation value of the scales equipment AND ITS INSTALLATION.

Option 3: Sell the scales equipment to ACMS, Inc. at a value of \$8,733.17 due to the fact that they will bear the cost of the removal, stabilizing the removal area, and reinstalling the scales equipment at a new location (which is on County property that is now leased by ACMS, Inc.

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SUMTER BOARD OF COMMISSIONERS  
Asset Master Listing

Asset: CC0023SMAL Truck Scale

Main

Asset Number: CC0023SMAL	Description: Truck Scale	
Creation Date: 03/23/09	Created By: SHUNT	
Department Code: SMAL	Location Code: CC	Sublocation:
Asset Type: SCALE	Condition: E	Custodian: CC
Function: UA	Acquisition Date: 01/08/09	Acquisition Code: PURCH
Acquired New: Y	Vendor Name: CONTROLS & WEIGHING SYS INC	Invoice No:
Purchase No:	Check No: 1007953	Quantity: 1.00
Manufacturer: CENTURION	Model: B-TEK	Model Year: 2009
Serial No: TS-11084264	License No:	Plate No:
Plate State:	Engine No:	Passengers:
Fuel Capacity: 0.0	Meter Measurement: MILES	Track in PM: N

Depreciation & Disposal

Disposal Date:	Disposal Description:	
Amount Received: 0.00		
Cost Of Disposal: 0.00	Disposal Code:	Total Cost Basis: 0.00
Total Salvage Value: 0.00	Depreciation Start: 01/08/09	Last Depreciation: 09/30/11

Insurance Maintenance & Auditing

Insurance Value: 0.00	Insurance Cost: 78,300.00	Replacement Cost: 0.00
Maintenance Cost: 0.00	Maintenance Renewal:	
Last Audit Date:	Last Audit By:	Audit Status: A
Audit Location:	Audit Sublocation:	

Schedules

Schedule Code: EQPT	Depreciation Method: STL	Asset Life Months: 180
Cost Basis: 78,300.00	Salvage Value: 0.00	
Depreciation YTD: 5220.00	Depreciation LTD: 14,355.00	
FA GL Account: 001-53-1	Depr Expensed: 001-53-2	Accumulated Depr: 001-53-3

Notes

Created	Created By	Class	Review	Note
01/07/10	JLEGE	DEPR		Posted Depreciation of 3915 for Schedule EQPT for 9 months through 09/30/09
03/02/11	BILLK	DEPR		Posted Depreciation of 5220 for Schedule EQPT for 12 months through 09/30/10

## Arnold, Bradley

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**From:** Arnold, Bradley  
**Sent:** Monday, January 28, 2013 11:25 AM  
**To:** Kleinsorge, Bill - Finance  
**Subject:** RE: FW:

That helps since I will double check the "original" agreement when I think is just the scales. Bradley

**From:** Bill Kleinsorge [<mailto:bkleinsorge@sumterclerk.com>]  
**Sent:** Monday, January 28, 2013 11:23 AM  
**To:** Arnold, Bradley  
**Subject:** Re: FW:

Bradley

There numbers assume that 100% of the total \$33,000 ACME contributed went the scale, not the scale and installation. If that is true, then their numbers are fine, if the \$33,000 went to the cost of the scale and installation then the numbers I provided earlier are correct. See below:

The depreciated amount through January 2013 of the scale & installation only, when the \$33,000 provided by ASME goes to the scale and installation is \$18,947.32.

Was calculated as follows:

Total Paid	78,300.00
ACME	33,000.00
County Paid	45,300.00
Percentage of project paid by County	58%
Total Cost of Scale	45,000.00
County's cost of Scale	26,034.48
Life of Asset	180 months
County's Depreciation per month	144.64
Number of months	49.00
County's depreciation expense	7,087.16
County's current depreciated value of scale	18,947.32

On Mon, Jan 28, 2013 at 9:52 AM, Arnold, Bradley <[Bradley.Arnold@sumtercountyfl.gov](mailto:Bradley.Arnold@sumtercountyfl.gov)> wrote:

Bill,

Your input would be appreciated since I see their point based on the values in quotes attached. Was their a difference in the depreciation period they show versus ours?

Bradley

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**From:** Marilyn Connell [mailto:[mconnell@sumtersolidwaste.com](mailto:mconnell@sumtersolidwaste.com)]  
**Sent:** Monday, January 21, 2013 10:28 AM  
**To:** Arnold, Bradley  
**Cc:** [cdean001@tampabay.rr.com](mailto:cdean001@tampabay.rr.com)  
**Subject:**

Brad,

Getting back to the scales. While I agree it is fair to use the depreciation factor, I think ACMS should realize some value from the \$33,000 paid at the time it was put in.

Here are the calculations I came up with:

Scale \$45,000

ACMS put \$33,000

County paid \$12,000

Amortized over 15 years = 66.67 mo

49 mos = 3,266.73

Depreciated value of scale =\$ 8,733.17

Let's sit down and discuss this.

Marilyn Connell

General Manager

ACMS, Inc.

Good Fella's Roll Off & Waste Disposal, Inc.

Sumter Recycling & Solid Waste, Inc.

P.O. Box 949

Lake Panasoffkee, FL 33538

Phone [352-568-0999](tel:352-568-0999)

Fax [352-568-0110](tel:352-568-0110)

Cell [352-303-8828](tel:352-303-8828)

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William Kleinsorge, CPA  
Finance Director



Sumter County Finance Division  
910 N Main Street // PO Box 247  
Bushnell, FL 33513

**Phone:** 352-569-6610 // **Fax:** 352-569-6618

[www.sumterclerk.com](http://www.sumterclerk.com)

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35.50 Credit

SUMTER COUNTY, FLORIDA  
GLORIA HAYWARD, CLERK OF CIRCUIT COURT  
02/05/2008 03:37:15PM  
AGREEMENT

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MEMORANDUM OF AGREEMENT

A.C.M.S., INC.

JOINT USE OF SUMTER COUNTY SOLID WASTE FACILITY TO ACCESS  
CONSTRUCTION AND DEMOLITION LANDFILL

This Memorandum of Agreement (the "Agreement") made this 22 day of January 2008, by and between the County of Sumter, State of Florida (the "County"), and A.C.M.S., Inc. ("A.C.M.S.").

WITNESSETH:

WHEREAS, A.C.M.S. is the fee simple owner of certain real property located in Sumter County, Florida, described in Exhibit "A", attached hereto and incorporated herein (the "Property").

WHEREAS, on the 14<sup>th</sup> day of August, 2007, A.C.M.S. received conditional use approval by the Board of County Commissioners (BOCC) for the development of an 80 acre construction and demolition landfill (C&D) facility (C2007-0001).

WHEREAS, on the 22<sup>nd</sup> day of January, 2008, A.C.M.S. received operating permit approval by the BOCC for the operation of the C&D facility (OP2007-0001). This Agreement is a requirement of the operating permit to allow A.C.M.S. to access their C&D facility through the Sumter County Solid Waste Facility (SCSWF).

WHEREAS, Sumter County operates a solid waste facility that abuts the Property and will provide for efficient access to the C&D facility with appropriate improvements.

WHEREAS, A.C.M.S. met with County staff on several occasions to discuss options for access through the SCSWF, required improvements, and cost sharing of the improvements.

WHEREAS, A.C.M.S. and the County find that this Agreement is in the best interests of both Parties.

NOW THEREFORE, in consideration of the foregoing, and with the intention that they will be legally bound, the Parties agree that the following terms and conditions shall apply to all parties utilizing the SCSWF.

1. Joint access shall be across the Sumter County Solid Waste Facility (SCSWF) scales.
2. The SCSWF and A.C.M.S. hours of operation shall be from 7:30 AM to 4:00 PM. – Monday through Saturday.
3. At the discretion of the County new (70 foot) weigh scales shall be constructed in accordance with this Agreement. A.C.M.S shall provide to County a one time

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contribution in the amount of \$33,000. A.C.M.S. shall provide this contribution in the form of a cashiers check for said amount no later than October 1, 2008.

4. It is the County's intention that all parties, current and future, accessing the SCSWF shall fairly participate in the cost of the improvements described in item 3 (A.C.M.S. is exempt), 6 and 7. All parties shall pay a pro-rata share based upon the methodology outlined in #5.
5. The County within 90 days of the end of A.C.M.S. first year of operation shall employ an Engineering Firm who will determine the following:
  - The maximum vehicular scale capacity per hour and the actual scale use at the time of the study.
  - The peak capacity and actual hour traffic volume.
  - The number, type of vehicles, and destination (end user) of traffic crossing the scales.
  - Peak hour vehicular traffic shall be weighted in the form of Equivalent Single Axle Loads (ESALs).

This data obtained shall be utilized to calculate the pro-rata share of all end users, current and future. Any future end users permitted to utilize the SCSWF may be required to update this data to facilitate the determination of their pro-rata share.

In addition to the above the Engineering Firm shall also study.

- Alternative vehicle route(s) that joint access traffic may utilize other than the crossing the weigh scales.
6. At the County's discretion, improvements may be undertaken to upgrade CR 529 from C-470 south to the existing SCSWF scale house. All current and future end users shall pay their pro rata share. All end users shall reimburse the County, within 30 days of the County's invoicing of the pro rata share (as defined in #5) of the said CR 529 improvements. The County anticipates that a continuous 24 foot wide improved (paved) travel way designed to accommodate the traffic accessing the SCSWF will be needed.
  7. At the County's discretion, improvements may be undertaken to upgrade the paved internal SCSWF roadway running along the west side of the facility from the existing SCSWF scale house to approximately 1,000 feet to the south, all users shall pay their pro rata share (as defined in #5) of the cost of improvement to this service road segment. The County anticipates that a continuous 24 foot wide improved (paved) travel way designed to accommodate the traffic accessing the SCSWF will be needed.
  8. A.C.M.S. shall be solely responsible to improve the existing unimproved internal SCSWF roadway running along the west side of the facility commencing at the southerly limit defined in #5 above south to C&D facility entrance. The minimum improvement shall consist of a milled asphalt haul road no less than 24 foot wide.

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This improvement shall be completed before any site construction for the A.C.M.S C&D facility commences. A.C.M.S. shall be solely responsible to maintain the said internal roadway.

9. This Agreement does not supersede any requirements or conditions contained within the conditional use approval or operating permit for improvements to C-470 or U.S. 301 including, but not limited to, turn lanes.
10. All questions, issues or disputes arising out of or under this Agreement, shall be governed by the laws of the State of Florida and State jurisdiction is hereby agreed by A.C.M.S. to be in only Sumter County, Florida, and Federal jurisdiction is hereby agreed by A.C.M.S. to be only in the Middle District of Florida and all Federal litigation shall be filed and litigated in Tampa, Hillsborough County, Florida. In the event suit is commenced to enforce this Agreement, costs of said suit including reasonable attorneys fees in all proceedings, trials, investigations, appearances, appeals and in any bankruptcy proceeding or administrative proceeding shall be paid to the prevailing party by the other party.

IN WITNESS THEREOF, the hands and seals of the parties on the date set forth above.

ATTEST: BOARD OF COUNTY COMMISSIONERS, SUMTER COUNTY,  
FLORIDA



[Signature]  
Deputy Clerk

By: [Signature]

Richard Hoffman, Chairman

Approved as to form and content by Sumter County Attorney

[Signature]  
County Attorney

A.C.M.S., INC.

[Signature]  
Charles S. Dean, President

2005982v1

**Exhibit "A"**  
**Legal Description**

Section 22, Township 20 South, Range 22 East: Parent Parcel: NE  $\frac{1}{4}$  & N  $\frac{1}{4}$  of SE  $\frac{1}{4}$  & E  $\frac{1}{4}$  of NW  $\frac{1}{4}$  & NE  $\frac{1}{4}$  of SW  $\frac{1}{4}$  less NE  $\frac{1}{4}$  of NE  $\frac{1}{4}$  less the E 50' of NW  $\frac{1}{4}$  of SE  $\frac{1}{4}$  less the SE  $\frac{1}{4}$  of NE  $\frac{1}{4}$ . To be Utilized: NE  $\frac{1}{4}$  of NW  $\frac{1}{4}$  and NW  $\frac{1}{4}$  of NE  $\frac{1}{4}$  less E 50' of NW  $\frac{1}{4}$  of NW  $\frac{1}{4}$ .

SUNTER COUNTY, FLORIDA

GLORIA HAYWARD, CLERK OF CIRCUIT COURT

02/05/2008 03:37:15PM

AGREEMENT

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## AMENDMENT TO MEMORANDUM OF AGREEMENT

WHEREAS, Sumter County, a political subdivision of the State of Florida (the "County"), and A.C.M.S., Inc. ("ACMS"), entered into a Memorandum of Agreement on January 22, 2008, and;

WHEREAS, the parties wish to amend the January 22, 2008 Memorandum of Agreement.

NOW THEREFORE, in consideration of the foregoing recitals and adopting same as if stated herein, the parties hereby further state and agree:

1. Paragraph Three (3) of the Original Memorandum of Agreement is hereby stricken and amended to state:

"3. At the discretion of the County new (70 foot) weigh scales shall be constructed in accordance with this Agreement. ACMS shall provide to the County a one time contribution in the amount of \$33,000.00 at the time the County contracts with the scale vendor."

IN WITNESS THEREOF, the hands and seals of the parties this 14 day of October, 2008.



ATTEST: BOARD OF COUNTY COMMISSIONERS, SUMTER COUNTY, FLORIDA

*Cornelia West*

Deputy Clerk

By: *Richard I. Hoffman*

Richard Hoffman, Chairman

A.C.M.S., Inc.

*Charles S. Dean*

Charles S. Dean, President